

EXHIBIT 6

AFA COUNTERPROPOSAL #1

DATE_____

TIME

AFA COUNTERPROPOSAL #1

This counterproposal includes concessions that will reduce the Company's costs by an estimated \$3, 691,422.00 dollars.

Any agreement to modify the present collective bargaining agreement is subject to an agreement on the costing of each item and agreement to the language on all provisions.

AFA COUNTERPROPOSAL #1

DATE_____
TIME

DURATION

Snap Back on October 24, 2016 unless otherwise noted

AFA COUNTERPROPOSAL #1

DATE_____

TIME

SECTION 5 SCHEDULING

AMEND SECTION 5 D.13- NO MEAL BREAKS IN PATTERNS ON DUTY PERIODS IN EXCESS OF 9 HOURS

AMEND SECTION 5 D. 3 and 4.

3. Part-time Regular lines will contain **eight (8) scheduled working days** per bid month.

4. Part-time Reserve lines will contain **eight (8) scheduled reserve days** per bid month.

Change in Part-time minimum days worked Savings-\$72,247

AMEND SECTION 6 G.1.

In domicile, a Flight Attendant shall be required to report, and his/her duty shall commence, **forty-five (:45) minutes** prior to his/her first scheduled departure of the day. If such departure is delayed or rescheduled, the commencement of duty shall correspondingly be delayed or rescheduled. Flight Attendants shall be notified by Crew Scheduling if their scheduled report time is delayed by more than **forty-five (:45) minutes**. If such notification is not made, the original report time and commencement of duty will remain unchanged.

AMEND SECTION 5 D.13- NO MEAL BREAKS IN PATTERNS ON DUTY PERIODS IN EXCESS OF 9 HOURS

Estimated Savings-\$700,000.00 (report time and no meal break)

AFA COUNTERPROPOSAL #1

DATE _____

TIME _____

New Co-terminal Operations

1. "Co-terminal" means the following airport combinations:
 - a. JFK/LGA/EWR
 - b. DCA/IAD
 - c. DFW/DAL
 - d. LAX/BUR/LGB/ONT/SNA
 - e. MIA/FLL
 - f. ORD/MDW
 - g. SFO/OAK
2. If the Company wishes to establish Co-terminals not listed in paragraph 1, above, at any Domicile, it will meet and agree with the Union at least thirty (30) days before commencing such Co-terminal operations at that Domicile.
3. Airports listed in paragraph 1, above, as a Co-terminal shall be considered one Domicile.
4. All Flight Attendants who hold a Position at a Domicile with Co-terminals shall be subject the Co-terminal provisions of paragraphs 1-22.
5. For each Co-terminal, the Company shall designate one (1) Co-terminal airport as the primary Co-terminal airport, and the other airport(s) listed for the Co-terminal will be considered the secondary Co-terminal airport(s). If the Company wishes to change the designation of a primary Co-terminal airport, it shall meet and agree with the Union concerning resolution of any transition issues prior to implementing the new designation.
6. Travel time between Co-terminal airports will be that which is used by the company in pairing construction ("Travel Time"). The Company shall publish Travel Times with each Monthly Bid Package.
7. Trips will start and end at the same Co-terminal airport. Reserve assignments will also start and end at the same Co-terminal airport. A Trip may include a deadhead(s) by surface transportation between Co-terminal airports.
8. A PBS bid option shall be made available which functions similarly to the "Start At Airport" bid option except that it will be a request to desire/avoid pairings whose first report is at a specific airport.
9. At the Flight Attendant's request, the Company will adjust an awarded Open Time Trip(s) so that it starts and ends at the same Co-terminal airport. An Open Time Trip may include a deadhead(s) by surface transportation between Co-terminal airports.
10. A Flight Attendant who's Trip begins with a deadhead by surface transportation between Co-terminal airports will not be required to report at the Co-terminal airport where his/her deadhead by surface transportation begins. A Flight Attendant must inform Crew Scheduling if he/she will be in position for his first departure without utilizing the deadhead by surface transportation.

AFA COUNTERPROPOSAL #1

DATE _____

TIME _____

11. If a Flight Attendant's deadhead by surface transportation at the completion of his/her Trip actually arrives at the Co-terminal airport where his/her Trip originated later than scheduled, he/she will notify Crew Scheduling of his/her arrival time at the Co-terminal airport of origination. A Flight Attendant will be considered to be on duty until he/she is released at the Co-terminal airport of origination.
12. The Company will provide transportation between Co-terminal airports when cancellations or schedule changes cause a Flight Attendant's Trip to terminate at a different Co-terminal airport than where the Trip originated. Such time spent in transit will be considered duty until the Flight Attendant is released at the Co-terminal airport of origination. At the Flight Attendant's option, he/she will be released at the Co-terminal airport where his/her flying terminated.
13. All transportation between Co-terminal airports will be scheduled and paid in advance by the Company.
14. A Flight Attendant who designates a Domicile with Co-terminals as the location for Company-paid parking specified in Section 17 E. shall, upon request, be provided with Company-paid parking at all Co-terminal airports, however the Flight Attendant shall not be entitled to utilize more than one parking space at any given time.
15. The Reserve call-out time for a primary Co-terminal airport is 120 minutes, and the callout time for a secondary Co-terminal airport is 180 minutes.
16. A Flight Attendant subject to rescheduling and recovery under Section 5. will not be assigned to commence a Trip that originates at a Co-terminal airport other than the airport to which he/she was scheduled to report without the Flight Attendant's consent. The rescheduled Trip may include deadhead by surface transportation to another Co-terminal airport or deadhead to another Domicile.
17. A Flight Attendant holding a Position at a Domicile with Co-terminals may elect to have his/her company mail delivered to the Co-terminal airport of his/her choice. The crew lounges, facilities, computers, bulletin boards, etc. at each Co-terminal airport will comply with the provisions that apply to any Domicile. In addition, extra copies of all revisions and updates will be available at each Co-terminal airport for any Flight Attendant assigned to a Domicile with Co-terminals.
18. When a Flight Attendant ends a Duty Period within a Trip at a Co-terminal airport, he/she will begin his/her next Duty Period at the Co-terminal airport at which his/her previous Duty Period ended.
19. When a Flight Attendant ends a Duty Period within a Trip at a Co-terminal airport at his/her Domicile other than the Co-terminal airport from which the Trip originated, he/she will be provided lodging under Section 17.
20. In addition to the commuter policy, the Company recognizes the difficulty of travel in major metropolitan areas and will consider such in evaluating late reports or missed assignments.
21. Modify Section 2 to read as follows:
 - a. "**BASE**" means a geographical location where a Flight Attendant is based and from which a Flight Attendant's Trips will originate and terminate. A Flight Attendant shall be assigned to one Domicile.

Savings-\$59,968.00

AFA COUNTERPROPOSAL #1

DATE_____

TIME

SECTION 15 UNIFORMS

AMEND D.1.

1. On a Flight Attendant's annual anniversary of his/her seniority date, a **full-time Flight Attendant will accrue two hundred dollars (\$200.00)** and a **part-time Flight Attendant will accrue one hundred dollars (\$100.00) in an individual Uniform Account not to exceed a balance of six hundred dollars (\$600.00)**. Accrued monies can be used to reimburse the Flight Attendant for any uniform garment purchased. The original receipt, which identifies the item(s) purchased, must be submitted to substantiate the claim for reimbursement. Uniform account balances will revert to the Company when a Flight Attendant leaves the Company's employment.

Savings-\$109,511.00

AFA COUNTERPROPOSAL #1

DATE_____

TIME

SECTION 16 INSURANCE

Amend

No health insurance for the grandfathered part-time Flight Attendants

Savings -\$195,314.00

AFA COUNTERPROPOSAL #1

DATE_____

TIME

SECTION 14 VACATION

Amend

Add

When a Flight Attendant has accrued two (2) weeks or more vacation to be taken in the following year one (1) week shall be unpaid. After vacations have been awarded the Company shall provide a method for the Flight Attendant to designate the awarded week he/she intends to be taken unpaid.

Savings-\$321,504

AFA COUNTERPROPOSAL #1

DATE_____

TIME

SECTION 12 TRAINING

Amend

6. A Flight Attendant who is scheduled to attend classroom training **will be paid four (4) hours** for each calendar day of training. A Reserve Flight Attendant will not having training scheduled in a way that would bring him/her below minimum days off for the month.

Savings-\$288,125.00

AFA COUNTERPROPOSAL #1

DATE_____
TIME

ELIMINATE ESL per Company Proposal

Savings- \$53,000.00

AFA COUNTERPROPOSAL #1

DATE_____

TIME

SECTION 19 DEADHEAD

Amend 19 B. Flight Deadhead

1. A Flight Attendant who deadheads will be **paid and credited fifty percent (50%)** of the applicable hours for the greater of the actual block-to-block or leg value of such deadhead,
2. A Flight Attendant deadheading to or from his/her domicile to training will be **paid and credited fifty percent (50%)** of the applicable hours for the greater of the actual block-to-block or leg value of such deadhead.

Savings-\$86,520.00

AFA COUNTERPROPOSAL #1

DATE_____

TIME

SECTION 18 COMPENSATION

Amend 18 B.1.

- 1. On January 1, 2013 Flight Attendant hourly rate will freeze at their applicable wage rate until December 31, 2013. Flight Attendant will be paid at an adjusted longevity step until January 1, 2016 when hourly rates will snap back to the applicable longevity step.**

Savings \$481,650.00

Amend 18 C. 1. & 2.

Per Diem shall be paid at the following rates

DOR-\$1.40 per hour

1/2014-\$1.50 per hour

1/2105-\$1.60 per hour

1/2106-\$1.70 per hour

1/2017-\$1.80 per hour

Savings \$452,452.00

Add 18 C.3.

Per Diem will not be paid on turn around (base to base one day turns not including CDO) patterns. This provision will expire on January 1, 2017.

Savings-\$28,775.00

AFA COUNTERPROPOSAL #1

DATE_____
TIME

Suspend 18 I. Customs Pay

Savings \$103,808.00

Suspend 18 K. Holiday Pay

Savings \$738,548.00

AFA COUNTERPROPOSAL #1

DATE _____
TIME _____

SECTION 8 FILLING OF POSITIONS

Base Balancing

In the event there is an excess of Flight Attendants at a base, but not in the system, the Company may initiate the following provisions.

If there are permanent vacancies at a base and there are insufficient or no bids on file at the specified bid closing, the vacancies may be filled by assigning the most junior Flight Attendant at the base(s) with an excess or by hiring.

If the possibility of exercising the displacement of the most junior Flight Attendant at a base(s) with an excess exists, the Company shall post notice at least 20 days in advance of the awarding of the base displacement(s).

A Flight Attendant who is involuntarily awarded a base displacement shall be assumed to have completed a "Request to Return to Former Base" form unless that he/she indicates they do not wish to return to their former base which will cause the withdrawal of that request. These requests will remain in effect for 24 months following the base displacement and no permanent vacancies at his/her former base can be filled until all Requests to Return have been processed or canceled.

A Flight Attendant assigned to a permanent vacancy under these provisions and who, within one year physically moves within 150 miles of his/her new domicile, shall be provided the moving provisions found in Section 17 paragraph D.

Savings TBD

AFA COUNTERPROPOSAL #1

DATE _____
TIME

SYNERGY SAVINGS WITH MERGED SENIORITY AND UNFENCED OPERATION

Savings-TBD

AFA COUNTERPROPOSAL #1

DATE_____

TIME

**CREDIT FOR MANAGEMENT ON FLIGHT ATTENDANT SENIORITY LIST WHICH OFFSET OTHER
CONCESSIONS**

Savings-

AFA COUNTERPROPOSAL #1

DATE_____

TIME

PROFIT SHARING

Flight Attendants will participate in the Profit Sharing Plan as outlined in Attachment B of the Company's Term Sheet Proposal dated May 31, 2012. If any other labor group is afforded more favorable terms of participation, such terms shall be provided to the Flight Attendants.

EXPENSES

1. The Company shall reimburse AFA for trips/reserve days paid/paid days in missed and/or paid in connection with the review, design negotiation, ratification and implementation of any agreement arising from the Pinnacle Airline bankruptcy, including outside any associated "override."
2. The Company will reimburse AFA for the expenses, including but not limited to hotels, meals and travel costs and fees incurred by the Union in connection the review, design negotiation, ratification and implementation of any agreement arising from the Pinnacle Airline bankruptcy, including outside legal counsel and other advisors.
3. Upon presentation of receipts, the Company will reimburse AFA within 15 business days.

EXPEDITED ARBITRATION

1. At either the Company's or Union's request, any dispute arising over the meaning of the negotiated amendments to the Pinnacle Flight Attendant Agreement may be submitted for expedited arbitration.
2. If the parties are unable to agree upon a neutral arbitrator, the parties will alternately strike names on the revised list of the current panel of arbitrators, with the Union striking first, until only one name remains.
3. The matter shall be heard by the Board within thirty (30) days of the selection of the arbitrator.
4. In the event the selected neutral does not agree to comply with the time limits stated above, the last stricken arbitrator will be used. This process will continue until an arbitrator agrees to comply with the time lines in paragraph 3 above.

AFA COUNTERPROPOSAL #1

DATE_____
TIME

- 5. The availability of these Expedited Dispute Resolution procedures will not prevent the parties from mutually agreeing to an alternate process to settle any dispute arising under this Agreement.**

GENERAL UNSECURED CLAIM

The parties recognize that the AFA and its members have made significant concession in their contractual and prevailing conditions of employment including wages and work rule modifications for the purpose of enabling Pinnacle Airlines, Inc. to successfully reorganize in the pending Chapter 11 proceedings. AFA and the Company have agreed that AFA shall have an allowed unsecured claim in the amount of \$____(the "AFA Claim"). The Company agrees they will support this Claim and that they will urge the Unsecured Creditors Committee to also support the claim. If the Claim is not allowed in full, the parties agree to renegotiations to reduce the concessions set forth in this agreement by an amount equal to the proceeds that would have been generated by the Claim.

PROTECTIONS

If ratified, these terms and conditions will not go in to effect until all other labor groups-union/non-union and management/non-management-at Pinnacle Airlines, Inc. have either agreed to, or had concessions imposed.

AFA will be provided a "Me-Too" if any other labor group (union/non-union) has their dollar target reduced at any point in this process.

AFA will be provided "Me-Too" for any equity position in the Company provided to any other labor group.

The Company will propose as part of its Plan and in the appropriate governance documents that the Board of Directors of the reorganized Company will for the term of the modified Collective Bargaining Agreement, include one member designated by AFA.

AFA COUNTERPROPOSAL #1

DATE _____

TIME

The Company agrees to indemnify and hold harmless AFA, the Pinnacle Airlines AFA Master Executive Council (MEC), the AFA International, and each of their current or former members, officers, committee members, employees, advisors, attorneys and consultants from any and all losses, damages, fines, penalties, taxes, expenses, claims, lawsuits, or administrative charges of any sort whatsoever (including attorney fees and costs arising in connection with the investigation and defense of any such matter) relating to or connected with the negotiation or implementation of the modification to the Pinnacle Flight Attendant CBA.